

NOTICE TO BIDDERS

1. Enclosed are two complete sets of this solicitation. One set, fully executed, must be returned as your bid, the other set may be retained for your information. In the event a complete set, fully executed, is not returned as your bid, that bid may be determined to be non-responsive to the solicitation.
2. Do not include descriptive literature with the bid unless the solicitation specifically requires such literature.
3. Bidders are cautioned that inclusion of terms, conditions or provisions which differ from those contained in the solicitation may be cause for rejection of the offer.

GPO 841-401

CONFIDENTIAL



9403856

POL-EPA01-0001291

Form 6-1531, Jan. 1972
Bureau of Mines
Contract 3

NOTICE

NOTE THE CERTIFICATION OF NONSEGREGATED FACILITIES IN THIS SOLICITATION.

Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, color, religion, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the "Certification of Nonsegregated Facilities" will render his bid or offer nonresponsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

★ GPO 781-560

1. CONTRACT NO. 100-100	2. DATE OF OFFER 08/30/78	3. DATE FORWARDED 05/01/78	4. INFORMATION FORWARDED TO OFFER (SEE 100-100)
5. OFFERED BY U. S. Department of the Interior Bureau of Mines	6. ADDRESS OFFER TO (Person, Dept., etc.) Bureau of Mines Section of Contracts Bldg. 20, Denver Federal Center Denver, Colorado 80225		

Instructions regarding offers and offers shall be contained in the contract and award.

SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in block 8, or if hand-carried, in the depository located in Room A-1609, Building 20 until 3:00 P.M. local time 08/30/78
Denver Federal Center (Hour) (Date)

If this is an advertised solicitation, offers will be publicly opened at that time.

CAUTION - LATE OFFERS: See pars. 7 and 8 of Solicitation Instructions and Conditions.

All offers are subject to the following:

1. The Solicitation Instructions and Conditions, SF 33-A, 7-77 edition which is attached or incorporated herein by reference.
2. The General Provisions, SF 32, 4-75 edition, which is attached or incorporated herein by reference.

3. The Schedule included herein and/or attached hereto.

4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference.
(Attachments, if listed in schedule.)

FOR INFORMATION: CALL (Name & telephone no.) (No collect calls) David J. Ashby (303) 234-4421

SCHEDULE

10. ITEM NO.	11. SUPPLIES SERVICES	12. QUANTITY	13. UNIT	14. UNIT PRICE	15. AMOUNT
	See Page 4 - Bidding Schedule				

See continuation of schedule on page 4

OFFER (pages 2 and 3 must also be fully completed by offeror)

In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

16. DISCOUNT FOR EARLY PAYMENT (see par. 9, SF 33-A)

% 10 CALENDAR DAYS.

% 20 CALENDAR DAYS.

% 30 CALENDAR DAYS.

% CALENDAR DAYS.

17. OFFEROR NAME AND ADDRESS (Street, city, county, State and ZIP code) AREA CODE AND TELEPHONE NO. <u>100-100</u> <input type="checkbox"/> Check if remittance address is different from above - enter such address in Schedule	18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	19. SIGNATURE	20. OFFER DATE
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AWARD (To be completed by Government)

21. ACCEPTED AS TO ITEMS NUMBERED	22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS KNOWN TO OFFEROR	25. NEGOTIATED PURSUANT TO	10 U.S.C. 2701(a) ()	41 U.S.C. 253(c) ()
26. AWARDED BY (If other than block 7)	27. PAYMENT WILL BE MADE BY	28. NAME OF CONTRACTING OFFICER (Type or print)	
29. UNITED STATES OF AMERICA BY (Signature of contracting officer)		30. AWARD DATE	

Award will be made within 30 days of receipt of offer, or as soon as practicable thereafter.

SOLICITATION, OFFER AND AWARD

DATE:

1 13

1. CONTRACT (For Use by Item 10)	2. SOLICITATION NO. S028517	3. DATE RECD 08/01/78	4. SOLICITATION PREPARED BY (Name & Title)
5. RESULT BY U. S. Department of the Interior Bureau of Mines		6. ADDRESS OFFER TO (If other than Block 7) Bureau of Mines Section of Contracts Bldg. 20, Denver Federal Center Denver, Colorado 80225	

For method of preparing offer and other matters, consult contract to which bid and offer pertain

SOLICITATION

7. Sealed offers in original and 110 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Block 8, or if handcarried, in the depository located in Room A-1603, Building 20 until 3:00 P.M. local time 08/30/78
Denver Federal Center (Hour) (Date)

If this is an advertised solicitation, offers will be publicly opened at that time.

CAUTION - LATE OFFERS: See pars. 7 and 8 of Solicitation Instructions and Conditions.

All offers are subject to the following:

1. The Solicitation Instructions and Conditions, SF 33-A, 7-77 edition which is attached or incorporated herein by reference.
2. The General Provisions, SF 32, 4-75 edition, which is attached or incorporated herein by reference.
3. The Schedule included herein and/or attached hereto.
4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference.
(Attachments are listed in schedule.)

FOR INFORMATION: CALL (Name & telephone no.) (No collect calls) David J. Ashby (303) 234-4421

SCHEDULE

10. ITEM NO.	11. SUPPLIES-SERVICES	12. QUANTITY	13. UNIT	14. UNIT PRICE	15. AMOUNT
	See Page 4 - Bidding Schedule				

See continuation of schedule on page 4

OFFER (pages 2 and 3 must also be fully completed by offeror)

In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is specified by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

16. DISCOUNT FOR EARLY PAYMENT (See par. 8, SF 33-A)

% 10 CALENDAR DAYS

% 20 CALENDAR DAYS

% 30 CALENDAR DAYS

% CALIFORNIA DAYS

17. OFFEROR NAME AND ADDRESS (Street, city, county, State and ZIP code) AREA CODE AND TELEPHONE NO. (If) <input type="checkbox"/> Check if residence address is different from above - enter such address in Schedule	CODE	FACILITY CODE	18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
			19. SIGNATURE
			20. OFFER DATE

AWARD (To be completed by Government)

21. ACCEPTED AS TO ITEMS NUMBERED	22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK		25. NEGOTIATED PURSUANT TO	26. U.S.C. 25M(a) () 41 U.S.C. 25M(c) ()
27. ADMINISTERED BY (If other than Block 7)		27. PAYMENT WILL BE MADE BY	
28. NAME OF CONTRACTING OFFICER (Type or print)		29. UNITED STATES OF AMERICA BY (Signature of contracting officer)	
		30. AWARD DATE	

Award will be made only when the offer is accepted by the Government within the time specified in the schedule

2. **CLEARANCE AND WATER** (Applicable if the bid or offer exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(e)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1315(e)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed contract [has,] has not, been listed on the Environmental Protection Agency List of Violating Facilities.
- (b) He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities.
- (c) He will include substantially this certification, including this paragraph (c), in every non-exempt subcontract.

3. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION** (See par. 18 on SF 33-A)

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor, and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for that purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above; or

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

4. **CERTIFICATION OF NONSEGREGATED FACILITIES** (Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). **NOTE: The penalty for making false offers is prescribed in 18 U.S.C. 1001.**

ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the Solicitation for offers and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

NOTE: Offers must set forth full, accurate and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ITEM NO.	SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Rotary drill approximately thirty-one (31) vertical holes of various depths	8,600	Ft.	\$ _____	\$ _____
2.	Core drill five (5) holes of various depths	1,400	Ft.	\$ _____	\$ _____
3.	Casing thirty-six (36) holes -- Total feet of casing (estimate includes assumed 75% recovery)	400	Ft.	\$ _____	\$ _____
4.	Borehole logging of thirty six (36) holes -- Total footage	10,000	Ft.	\$ _____	\$ _____
5.	Mobilization and demobilization -- Total lump sum	1	L.S.	\$ _____	\$ _____
	TOTAL ESTIMATED AMOUNT				\$ _____

If this Schedule is Continued on SF 36, check here: ☐

1. DEFINITIONS.

As used herein:

- (a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.
- (b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.
- (c) For purposes of the Solicitation and Block 2 of Standard Form 33, the term "advertised" includes Small Business Restricted Advertising and other types of restricted advertising.

2. PREPARATION OF OFFERS.

- (a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.
- (c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- (e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.
- (f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- (g) Code boxes are for Government use only.

3. EXPLANATION TO OFFERORS. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS. Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the reverse of Standard Form 33, or (c) by letter or telegram. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

5. SUBMISSION OF OFFERS.

- (a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.
- (b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see par. 8.)
- (c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

6. FAILURE TO SUBMIT OFFER. If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

7. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.

- (a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and either:
 - (1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid

submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or

- (2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mis handling by the Government after receipt at the Government installation.
- (b) Any modification or withdrawal of a bid is subject to the same conditions as in (a), above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

(c) The only acceptable evidence to establish:

- (1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(d) Notwithstanding (a) and (b) of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

8. LATE PROPOSALS, MODIFICATIONS OF PROPOSALS, AND WITHDRAWALS OF PROPOSALS.

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:

- (1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier);

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mis handling by the Government after receipt at the Government installation or

(3) It is the only proposal received.

(b) Any modification of a proposal, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in (a) (1) and (a) (2) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish:

- (1) The date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the proposal or modification shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(c) Notwithstanding (a), (b), and (c), of this provision, a late modification of an otherwise successful proposal which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(f) Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the proposal prior to award.

Note: The alternate late proposals, modification of proposals and withdrawal of proposals prescribed by 41 CFR 1-3.832-2(b) shall be used in lieu of provision 8, if specified by the contract.

9. DISCOUNTS.

(a) Notwithstanding the fact that a blank is provided for a ten (10) day discount, prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and accept-

STANDARD FORM 33-A (Rev. 12-74)
Prescribed by GSA, FPMR (41 CFR) 1-16.10

sizes, quantities, unit prices, and extended totals, in or facing manner, and weight of shipment will be shown for shipments made on Government bills of lading.

14. SMALL BUSINESS CONCERN. A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

15. CONTINGENT FEE. If the offeror, by checking the appropriate box provided therefor, has represented that he has employed or retained a company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, or that he has paid or agreed to pay any fee, commission, percentage, or brokerage fee to any company or person contingent upon or resulting from the award of this contract, he shall furnish, in duplicate, a completed Standard Form 119, Contractor's Statement of Contingent or Other Fees. If offeror has previously furnished a completed Standard Form 119 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer.

16. PARENT COMPANY. A parent company for the purpose of this offer is a company which either owns or controls the activities and basic business policies of the offeror. To own an other company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the offeror, such other company is considered the parent company of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

17. EMPLOYER'S IDENTIFICATION NUMBER. (Applicable only to advertised solicitations.) The offeror shall insert in the applicable space on the offer form, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the Employer's Identification Number of his parent company.

18. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION. (a) This certification on the offer form is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(b) An offer will not be considered for award where (a) (1), (a) (3), or (b) of the certification has been deleted or modified. Where (a) (2) of the certification has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designer, determines that such disclosure was not made for the purpose of restricting competition.

19. ORDER OF PRECEDENCE. In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.

Figure 1. The effect of the concentration of the inhibitor on the rate of polymerization of α -methylstyrene in the presence of SnCl_4 at 25°C .

1. The first group of people who are interested in the study of the history of the United States are the people who are interested in the history of the United States.

NAME OF OFFEROR OR CONTRACTOR

REPRESENTATIONS BY OFFERORS PURSUANT TO THE "BUY-AMERICAN" ACT
 (See Clause No. 14 of the General Provisions, Standard Form 32)

1. If the offeror represents that the articles, materials, and supplies he proposes to furnish are domestic source end products as defined in Clause No. 14 of the General Provisions, he shall check the box at the end of this paragraph.....☐
2. If the offeror represents that the articles, materials, and supplies he proposes to furnish are NOT domestic source end products as defined in Clause No. 14 of the General Provisions, he shall check the box at the end of this paragraph.....☐

ALL OFFERORS MUST CHECK THE BOX AT THE END OF EITHER
 PARAGRAPH 1 OR 2 ABOVE

3. An offeror who checks Paragraph 1 above, but who proposes to furnish domestic source end products containing components of foreign origin the cost of which exceeds 5 percent of the bid price, shall furnish in the spaces below a complete list of components of foreign origin in sufficient detail to clearly identify each.

COMPONENTS OF FOREIGN ORIGIN*

Component	Point of Origin
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The offeror represents that the total cost of the above components of foreign origin, including applicable duty and transportation costs, constitutes _____ percent of the cost of all components to be incorporated in the end products being furnished. The offeror agrees to furnish, for the exclusive use of the Government, such additional information as the contracting officer may request in order to verify the foregoing in evaluating the offer.

4. The offeror agrees that no components of foreign origin, other than those listed above, will be incorporated in the end products being furnished without written approval of the contracting officer.

 Signature of person authorized to sign offer

*Continue listing on reverse side, if necessary.

GPO 840-748

EVALUATION FACTORS FOR AWARDS

BUY AMERICAN EVALUATION:

If the offeror represents or the Government determines that the articles, materials, and supplies the offeror proposes to furnish are NOT domestic source end products, (as defined by Clause 14 of the General Provisions, Standard Form 32) then the offer shall be determined to be a foreign offer and preferences shall be given to domestic offers as follows:

1. Each foreign offer shall be adjusted for purposes of evaluation by adding to the foreign offer (inclusive of duty) a factor of six (6) percent of that offer, except that a twelve (12) percent factor shall be used instead of the six (6) percent factor if the firm submitting the low acceptable domestic bid is a small business concern or a labor surplus area concern, or both.
2. However, if an award for more than \$100,000 would be made to a domestic concern if the twelve (12) percent factor is applied, but would not be made if the six (6) percent factor is applied, award may be made on the foreign offer.
3. If the foregoing procedure results in a tie between a foreign offer as evaluated and a domestic offer, award shall be made on the domestic offer.
4. When more than one line item is offered in response to a solicitation the appropriate factor shall be applied on an item-by-item basis, except that the factor may be applied to any group of items as to which the solicitation specifically provides that award is to be made on a particular group of items.
5. Computation of differentials shall be based on the cost of foreign supplies or materials delivered at destination. Additional costs relative to installation or other services to be performed after delivery shall be excluded from the differential computation.

DISCOUNT EVALUATION:

In accordance with paragraph 9 entitled "Discounts" in the Solicitation Instructions and Conditions (Standard Form 33A) prompt payment discounts will be considered in evaluation, provided the minimum period for the offered discount is twenty (20) calendar days.

OTHER EVALUATION CRITERIA (IF ANY):

Form 6-356, Nov. 1975 Bureau of Mines Contracts	CONTINUATION SHEET	FILE NO. OF DOC. SUBMITTED 80281047	PAGE 8	OF 13
NAME OF OFFICE OR CONTRACTOR				

SPECIAL BID INSTRUCTIONS

1. Bidders are cautioned that one complete set of this solicitation, fully executed, must be returned as their bid. In the event a complete, fully executed, set is not returned, the bid may be determined to be non-responsive.
2. Bidders are cautioned that inclusion of terms, conditions or provisions which differ from those contained in the solicitation may be cause for rejection of the offer.
3. **CAUTION - LATE BIDS** - See Form 6-355, "Supplement to Standard Form 33A or Standard Form 22, As Applicable," which provides that late bids and modifications or withdrawals thereof sent through the mails will be considered only if mailed by REGISTERED MAIL or by CERTIFIED MAIL not later than the fifth calendar day prior to the date specified for the receipt of bids.
4. Bidders are cautioned that inclusion of a price escalation provision in their bid will render the bid non-responsive, unless the proposed escalation provision meets the requirements of Federal Procurement Regulation 1-2.407-4 "Price Escalation." (Title 41 Code of Federal Regulations, Chapter 1) In all cases, price escalation shall not apply to periods of delay in delivery or performance not excusable under the contract and shall not be subject to escalation computations.

SPECIFICATIONS

1. Commencement and Completion
 - 1.1 Work shall commence within twenty (20) calendar days after date of the Contractor's receipt of notice to proceed.
 - 1.2 Completion of the holes shall not exceed ninety (90) calendar days after date of the Contractor's receipt of notice to proceed.
2. The Contractor shall abide by the Federal and State mine regulations concerning health and safety of surface operations.
3. The Contractor shall be responsible for acquiring any licenses, permits and/or other legal documents required for surface drilling in New Mexico.

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ARTICLE I -- STATEMENT OF WORK

Sec. 1.1 As authorized by Interagency agreements under the Bureau of Indian Affairs Mineral Inventory Program, three phases of mineral studies were planned for the Laguna Indian Reservation, New Mexico. Phases I and II conducted by the U. S. Bureau of Mines resulted in recommendations for a Phase III core drilling project to evaluate the economic potential of low-grade uranium mineralization in selected areas of the Reservation.

Sec. 1.2 The Contractor shall furnish all labor, materials, drilling and base-hole logging equipment to perform, in accordance with the detailed requirements of these specifications, all work necessary for the drilling and logging of five (5) vertical NX core holes and thirty-one (31) vertical rotary holes at specified sites on the Laguna Indian Reservation.

Sec. 1.3 The rock types to be drilled are sedimentary. Estimated overburden depths range from one (1) to ten (10) feet for individual drill sites.

Sec. 1.4 The Laguna Indian Reservation is in parts of Valencia, Bernalillo, and Sandoval counties in northern New Mexico. Access to the hole sites is good. The climate is arid. Water availability ranges from five (5) to ten (10) miles from the drill sites.

ARTICLE II -- HOLE SPECIFICATIONS

Sec. 2.1 A total of five (5) core holes of various depths shall be drilled vertically for the specific purpose of obtaining core of NX size (2-1/8 in.) to be used for physical properties tests. The approximate location of each hole is indicated in Figure 1. The exact location of each hole shall be specified by a Bureau of Mines Representative at the site. Coring shall commence at the bedrock contact and continue to the specified depth of the individual hole. Hole depths will range from two hundred (200) to three hundred fifty (350) feet.

Sec. 2.2 Approximately thirty-one (31) rotary holes of various depths shall be drilled vertically to provide samples of cuttings from uranium ore horizons. The approximate location of each hole is indicated in Figure 1. The exact location of each hole shall be specified by a Bureau Representative of the site. All rotary drill holes shall be approximately four and one-fourth (4-1/4) inches in diameter. Rotary drilling shall be done with compressed air if feasible. The hole depths will range from two hundred (200) to three hundred fifty (350) feet.

Sec. 2.3 Water for drilling and surface mud pits shall be the responsibility of the Contractor in the event that drilling with compressed air is not feasible.

* { Sec. 2.4 Contract costs shall include mobilization and demobilization, digging and backfilling of surface sites and mud pits as required and the restoration of all surface areas to a condition which is equal to or better than that which existed before the work began.

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Sec. 2.5 Contract costs shall include surface casing that is not recovered after drilling.

* Sec. 2.6 Contract costs shall include the plugging of all drillholes in accordance with state regulations after borehole logging has been completed.

Sec. 2.7 The Contractor shall use standard recording practices including pull records, rock types drilled, drilling conditions, circulation losses and any other unusual conditions related to the rock being drilled and recovered.

Sec. 2.8 Any hole penetrating excessively caving bedrock that does not appear to contain ore minerals or is not judged to be geologically significant can be relocated or abandoned at the discretion of the Bureau Representative.

* Sec. 2.9 The Contractor shall be responsible for acquiring any licenses, permits and/or other legal documents required for the drilling operations.

Sec. 2.10 The Contractor shall abide by all applicable Federal and State regulations relative to the health and safety of the drilling operations.

Sec. 2.11 Drilling shall commence within twenty (20) calendar days from the official notification of award.

Sec. 2.12 Bidders are urged to visit the drill sites to investigate existing conditions affecting the work to be done under these specifications. If the bidder chooses not to visit the sites, he will nevertheless be charged with the knowledge of conditions which a reasonable inspection would have disclosed. Bidders and contractors shall assume all responsibility for deductions and conclusions as to the difficulties in performing the work. Site location details may be obtained by contacting Lowell Patten, Mining Engineer, U. S. Bureau of Mines, Denver Federal Center, Denver, CO 80225, telephone 303-234-4161.

ARTICLE III - SAMPLES OF ROTARY DRILL CUTTINGS

Sec. 3.1 The Contractor shall supply all equipment needed to collect samples of cuttings at intervals and depths specified by the Bureau Representative. Appropriate containers shall be supplied by the Contractor to collect approximately four hundred (400) samples of cuttings each representing approximately four (4) feet of hole length.

3.1.1 Each sample of cuttings shall be marked as to starting and completion depths at the time of collection.

3.1.2 The samples of cuttings shall be made available to the Bureau Representative at the drilling site.

ARTICLE IV - CORE

Sec. 4.1 The Contractor shall make all reasonable effort to obtain maximum core recovery. In the event of an obvious loss of coring capability resulting from soft or fractured ground and if deemed necessary the Bureau Representative will have the authority to request a reproduction of pull length to prevent grinding of core.

4.1.1 Each pull of core shall be marked accurately as to starting and completion depths. Core recovery and losses shall be accurately recorded.

4.1.2 The Contractor shall supply core boxes suitable for transportation by truck. The core shall be packed in the boxes which shall be clearly marked to identify the hole and the footage represented.

4.1.3 All core shall be of NX (2-1/8 in.) size unless otherwise amended. The core shall be turned over to the Bureau Representative at the drilling site.

ARTICLE V - BOREHOLE LOGGING

Sec. 5.1 The Contractor shall provide natural gamma ray, resistance, and self-potential measurements from borehole logging.

Sec. 5.2 Coordination must be maintained between drilling and logging activities to assure open holes for the logging requirements. Logging must be commenced as soon as possible after completion of each of the ~~thirty-one~~ (31) holes.

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ARTICLE VI - QUANTITY AND UNIT PRICES

Sec. 6.1 Payment at the unit price per foot offered in the schedule will be in full for the completed drilling and coring. Initial mobilization and final demobilization will be paid in full for the price quoted in the schedule. The bid price per foot of drilling and coring shall include the costs of drilling, coring, drill bits, drilling mud, labor, fuel, transportation of fuel and water, equipment maintenance, parts, tools, machinery, core boxes, marking and tagging boxes, miscellaneous supplies and materials, movement of equipment within the area of the drill sites and all other costs incidental to satisfactory compliance with the contract and no additional payment shall be made for these items. The bid price per foot of borehole logging shall include the costs of all labor, equipment, maintenance, miscellaneous supplies and materials and movement of equipment to, from, and within the drill site area.

ARTICLE VII - EVALUATION OF BIDS

Sec. 7.1 Bids shall be submitted on the following basis.

7.1.1 For coring of five (5) holes, the price shall be per foot of coring.

NAME OF OFFICE OR CONTRACT

7.1.2 For rotary drilling of ~~twenty-six~~ (26) holes, the price shall be per foot of drilling.

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7.1.3 For casing of all holes, the price shall be on a per foot basis. The estimated footage of casing is four hundred (400) feet, however, recovery of 75% has been assumed. Price bid for casing should be for the nonrecoverable portion.

7.1.4 For backhole logging of all holes, the price shall be per foot of hole.

7.1.5 For mobilization and demobilization, the price shall be a lump sum for the entire project.

Bids will be evaluated by multiplying the price per unit, as indicated above, by the appropriate estimated quantity shown in block 12, page 1 of Standard Form 33 and then adding the extensions. A space is provided for the bidder to insert his own extensions, however, in the case of a discrepancy, the unit price shall govern. Prompt payment discounts offered will be considered in evaluation provided the minimum period for the offered discount is twenty (20) calendar days.

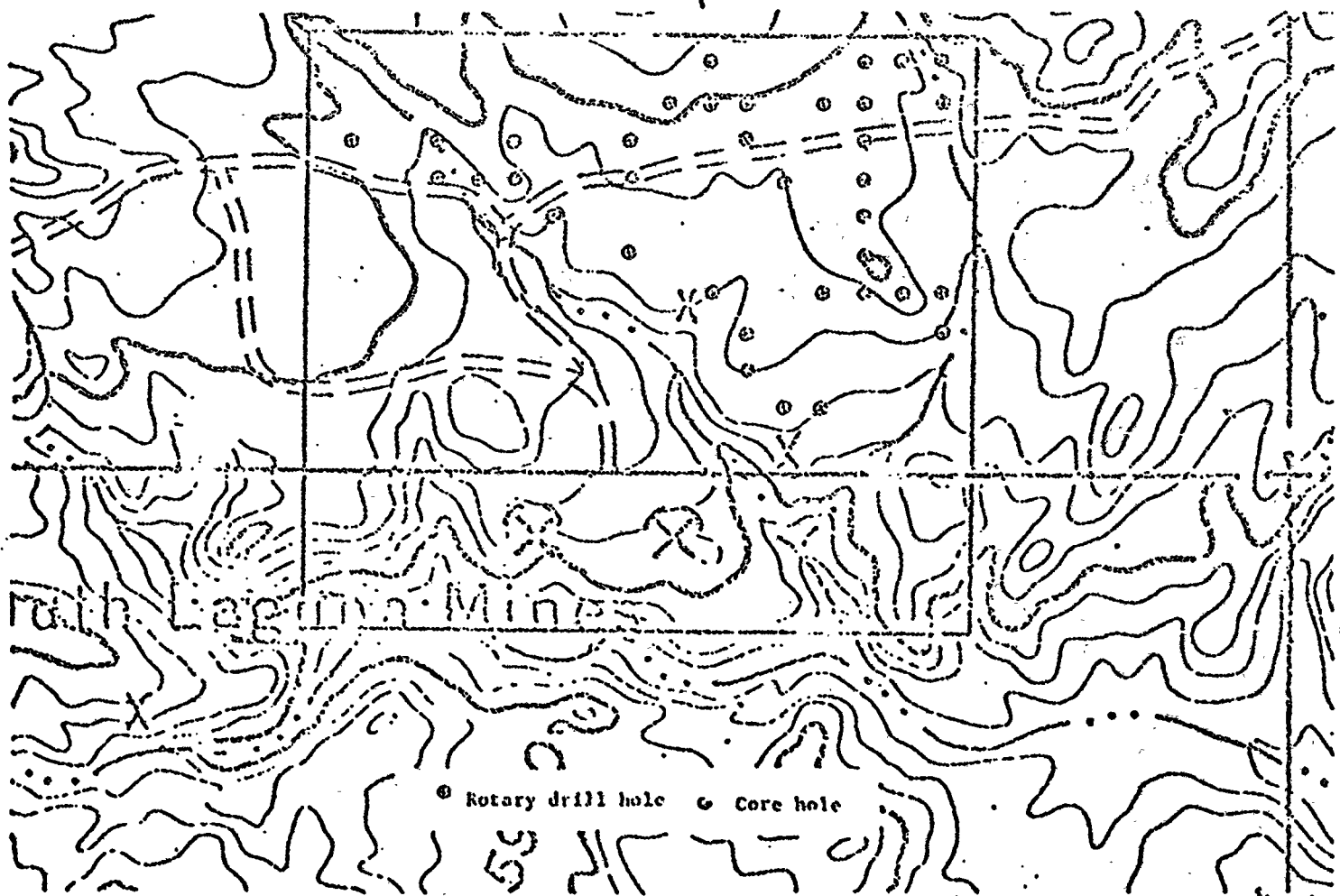
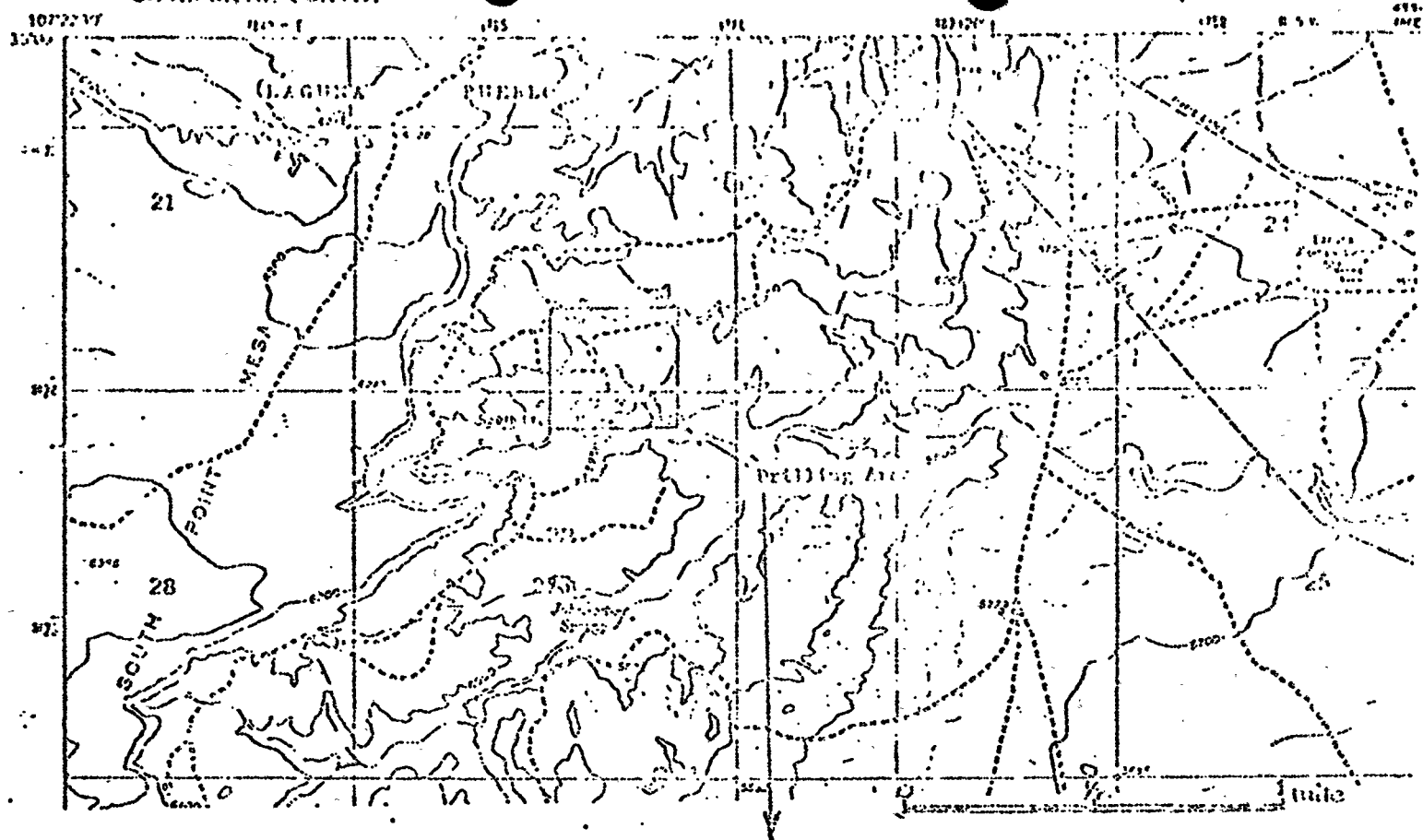
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

FIGURE 1. - Core and rotary drill hole sites, Section 22, T. 9 N., R. 5 W., Laguna Indian Reservation, New Mexico.
(Base map from USGS Dough Mountain Quadrangle Sheet)

POL-EPA01-0001306

CONFIDENTIAL

SPECIAL CONDITIONS

GENERAL REQUIREMENTS

A—1. Offeror's Qualifications

All prospective offerors are hereby notified that, before any offer submitted in response to this solicitation is considered for award, the Government may require the offeror to submit a statement of facts in detail as to the previous experience of the offeror in performing similar or comparable work and of the business and technical organization and financial resources and plant of the offeror available and to be used in performing the contemplated work. The Government expressly reserves the right to reject any offer on which the facts as to business and technical organization, plant, financial, and other resources, or business experience, compared with the work under this solicitation, justify such rejection.

In the case of highly specialized or complicated equipment where prior satisfactory performance over a period of time under actual operating conditions is essential to establish the reliability of the equipment and where failure to operate properly could result in loss of life or serious property damage, the contracting officer may require the offeror to furnish evidence of satisfactory performance of comparable equipment over a sufficient period of time to insure the reliability of the equipment being offered.

A—2. Extras

The contractor shall, when ordered in writing by the contracting officer, perform extra work and furnish extra material, not required by the solicitation or included in the schedule, but forming an inseparable part of the work contracted for. Extra work and material will ordinarily be paid for at an agreed lump-sum or unit price stated in the order. Whenever, in the judgment of the contracting officer, it is impracticable, because of the nature of the work or for any other reason to otherwise fix the price in the order, the extra work and material shall be paid for at the actual necessary cost as determined by the contracting officer, plus an allowance, not to exceed 15 percent of such actual necessary cost of the extra work and materials, for superintendence, general expense, and profit. Where the extra work is performed in whole or in part by subcontractors such 15 percent allowance will be a single allowance applied to the total of actual necessary costs expended by all parties performing the extra work. The actual necessary cost will include all reasonable expenditures for material, labor (including compensation insurance and social security taxes), and supplies furnished by the contractor, and a reasonable allowance for the use of his plant and equipment, where required, but will in no case include any allowance for office expenses, general superintendence, bonds, insurance, or other general expenses.

A—3. Patents

Except as otherwise provided in the solicitation, the contractor shall hold and save the Government, its officers, agents, servants, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any patented or unpatented invention, article process, appliance, or apparatus manufactured or used by the contractor in performance of this contract, including its subsequent use or disposal by or for the Government. Any patented invention, the use of which by this solicitation is required or permitted in the alternative to be used and which the United States has the right to use royalty free, shall be available to the contractor without the payment of the royalty.

A—4. Protests

If the contractor considers any work demanded of him to be outside of the requirements of the contract, or considers any record or ruling of the contracting officer or of the inspectors to be unfair, he shall immediately upon such work being demanded or such record or ruling being made, ask, in writing, for written instructions or decision, and upon receipt of such written instructions or decision, he shall proceed without delay to perform the work or to conform to the record or ruling, and within thirty (30) calendar days after date of receipt of the written instructions or decision (unless the contracting officer shall grant a further period of time prior to commencement of the work affected) he shall file a written protest with the contracting officer, stating clearly and in detail the basis of his protest. Except for such protests as are made of record in the manner herein specified and within the time limit stated, the records, rulings, instructions, or decisions of the contracting officer shall be final and conclusive. Instructions and/or decisions of the contracting officer contained in letters transmitting drawings to the contractor shall be considered as written instructions or decisions subject to protest as herein provided.

A—5. Suspension of Deliveries (or Services)

The Government may at any time suspend, in whole or in part, delivery of materials or performance of service to be supplied by the contractor hereunder but such right of suspension shall not be construed as denying the contractor actual, reasonable, and necessary expenses due to delays, caused by such suspension: *Provided*, That if this solicitation provides that all or part of the funds for payment of earnings under the contract are contingent upon future appropriations, expenses will not be allowed for such suspension when ordered or authorized by the Government on account of the failure of Congress to make the necessary appropriations for expenditures under this contract.

A—6. Inspection

The following is added to Paragraph (b) of Clause No. 5 entitled "Inspection" Standard Form 32 (General Provisions):

"If the correction of the supplies or equipment is required at the point of installation or delivery because of non-conformity with requirements of this contract, and limitations of time will not permit correction thereof by the contractor, the Government may nevertheless proceed with such necessary correction, after notice to the contractor, and charge to the contractor the cost of correcting the supplies or equipment. If any corrective work is performed by the Government with its own forces, the contractor shall reimburse the Government for its costs of labor and materials, an appropriate allowance for the use of plant and equipment, and other expenditures which are directly assignable to the corrective work, plus 15 percent of such costs for Government inspection, supervision, and overhead. If corrective work is performed by a contractor, other than the supplier, and is paid for by the Government upon a cost reimbursement basis, the contractor under this contract shall reimburse the Government for such other contractors costs which are directly assignable to the corrective work, as defined above for correction by Government forces, plus 15 percent of such cost for such contractors overhead and profit, plus 15 percent of the total amount paid such contractor for Government inspection, supervision and overhead. If corrective work is performed by a contractor, other than the supplier, and is paid for by the Government upon a lump sum basis, the contractor under this contract shall reimburse to the Government the lump sum so paid, plus 15 percent for Government inspection, supervision and overhead."

The following Paragraph (f) is added at the end of Clause No. 5:

"(f) Should it be considered necessary or advisable by the Government at any time before acceptance of the work to make an examination of work already completed by removing or disassembling a portion of the work, or by nondestructive testing methods such as radiographic and ultrasonic testing, the contractor shall, on request, furnish all necessary facilities, labor, and material.

If such work is found to be defective or nonconforming in any material respect, due to the fault of the contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the contractor for the additional services involved in such examination and reconstruction or reassembly and, if completion of the work has been

delayed thereby, he shall, in addition, be granted a suitable extension of time."

A—7. Notice of Delays

Should the contractor encounter delays in performance which may be excusable under Clause No. 11 entitled "Default" of Standard Form 32 (General Provisions) he shall, as a condition precedent to being relieved from liability for actual damages, liquidated damages, or excess costs, notify the contracting officer in writing of the cause of any such delay within 30 days from the beginning of the delay or within such further period as the contracting officer may allow prior to final settlement of the contract. Such notice shall be given by the contractor regardless of whether the delay is encountered by the contractor or his subcontractor. As soon as practicable after receipt of the contractor's notice of delay, the contracting officer will ascertain the facts and extent of the delay, and extend the time for performance when in his judgment the facts justify such an extension. His findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within 30 days under the Disputes Clause of this contract.

A—8. Federal, State, and Local Taxes

- a. Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.
- b. Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this contract, if a statute, court decision, written ruling, or regulation takes effect after the contract date, and
 - (1) Results in the contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property, the contract price shall be increased by the amount of such tax or duty or rate increase: *Provided*, That the contractor if requested by the contracting officer, warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price as a contingency reserve or otherwise; or
 - (2) Results in the contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property or which was the basis of an increase in the contract

price, the contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to Government, as directed by the contracting officer. The contract price shall be similarly decreased if the contractor, through his fault or negligence or his failure to follow instructions of the contracting officer, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.

- c. No adjustment pursuant to Paragraph b. above will be made under this contract unless the aggregate amount thereof is or may reasonably be expected to be over \$100.
- d. As used in Paragraph b. above, the term "contract date" means the date set for the bid opening, or if this is a negotiated contract, the date of this contract. As to additional supplies or services procured by modification to this contract, the term "contract date" means the date of such modification.
- e. Unless there does not exist any reasonable basis to sustain an exemption, the Government, upon request of the contractor, without further liability, agrees, except as otherwise provided in this contract, to furnish evidence appropriate to establish exemption from any

tax which the contractor warrants in writing was excluded from the contract price. In addition, the contracting officer may furnish evidence to establish exemption from any tax that may, pursuant to this clause, give rise to either an increase or decrease in the contract price. Except as otherwise provided in this contract, evidence appropriate to establish exemption from duties will be furnished only at the discretion of the contracting officer.

- f. The contractor shall promptly notify the contracting officer of matters which will result in either an increase or decrease in the contract price, and shall take action with respect thereto as directed by the contracting officer.

A—9. Termination for Convenience of the Government

The performance of work under this contract may be terminated by the Government in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the Government. If this contract is in excess of \$10,000 and is so terminated, the termination shall be in accordance with the clause set forth in Subsection 1-8.701 of the Federal Procurement Regulations (41 CFR 1-8), in effect on the date of this contract, and which clause is hereby incorporated in this contract by reference.

NAME OF CONTRACTOR OR COMPANY

SPECIAL PROVISIONS

(Continued)

NEW EQUIPMENT:

The item(s) furnished under this contract shall be new and unused.

GUARANTY:

1. The Contractor guarantees the equipment supplied under this contract to be in accordance with contract requirements and specifications and free from defective or inferior material and workmanship as determined by the Contracting Officer for one (1) year after the date of final settlement or from an earlier date determined by the Contracting Officer, which date will not be earlier than the day the equipment was placed in use by the Government.
2. If, within the guaranty period, the Contracting Officer finds that guaranteed work needs to be repaired or changed because of the use of materials, equipment, or workmanship which, in his opinion, are inferior, defective, or not in accordance with the terms of the contract or good standard practice, he shall so inform the Contractor in writing. The Contractor shall promptly and without additional expense to the Government place in a satisfactory condition such guaranteed equipment.
3. Should the Contractor fail to proceed promptly with such repairs or changes in accordance with the guaranty, the Government may have such work performed at the expense of the Contractor.

SHIPPING PROVISIONS:

1. Delivery point. — Offers shall be on the basis of delivery fob at the destination stated in the Special Provisions or the schedule.

All materials and equipment shall be shipped on commercial bills of lading, and the cost of transportation from the shipping point or points to the destination shall be paid by the contractor and included in the lump-sum price offered in the schedule. The contractor shall be responsible for all damage in transit to the destination.

2. United States-flag vessel provision. — The contractor agrees to ship on privately owned United States-flag commercial vessels at least 50 per centum of the gross tonnage of any equipment, materials or commodities (computed separately for dry bulk carriers, dry cargo liners, and tankers) which may be transported on ocean vessels.

Pursuant to Section 901(b) of the Merchant Marine Act, 1936, as amended (46 U.S.C., Sec. 1241(b)), the Secretary or his duly authorized representative may permit shipment in a manner other than that required by this provision upon the basis of evidence furnished by the contractor that United States-flag commercial vessels are not available at fair and reasonable rates for United States-flag commercial vessels. The contractor will be required to certify compliance with this requirement prior to final payment.

GENERAL PROVISIONS

(Supply Contract)

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- (a) The term "head of the agency" or "Secretary" as used herein means the Secretary, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.
- (b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.
- (c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

2. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following: (i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change: *Provided, however, That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract.* Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

4. VARIATION IN QUANTITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

5. INSPECTION

- (a) All supplies (which term throughout this clause includes

without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the Government, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the Government shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracting Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Government either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby, or (ii) may terminate this contract for default as provided in the clause of this contract entitled "Default." Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Contracting Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(c) If any inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. If Government inspection or test is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of the Government except as otherwise provided in this contract: *Provided, That in case of rejection the Government shall not be liable for any reduction in value of samples used in connection with such inspection or test.* All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. The Government reserves the right to charge to the Contractor any additional cost of Government inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Government therefor.

(d) The inspection and test by the Government of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

(e) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Government during

the performance of this contract and for a longer period as may be specified elsewhere in this contract.

6. RESPONSIBILITY FOR SUPPLIES

Except as otherwise provided in this contract, (i) the Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) after delivery to the Government at the designated point and prior to acceptance by the Government or rejection and giving notice thereof by the Government, the Government shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the Government acting within the scope of their employment; and (iii) the Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the Government shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the Government acting within the scope of their employment.

7. PAYMENTS

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either \$1,000 or 50 percent of the total amount of this contract.

8. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff. (The preceding sentence applies only if this contract is made in time of war or national emergency as defined in said Act and is with the Department of Defense, the General Services Administration, the Energy Research and Development Administration, the National Aeronautics and Space Administration, the Federal Aviation Administration, or any other department or agency of the United States designated by the President pursuant to Clause 4 of the proviso of section 1 of the Assignment of Claims Act of 1940, as amended by the Act of May 15, 1951, 65 Stat. 41.)

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

9. ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government or if any such

surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

10. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(a) This clause is applicable if the amount of this contract exceeds \$10,000 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(d) The periods of access and examination described in (b) and (c), above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

11. DEFAULT

(a) The Government may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Government terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Government may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Government for any excess costs for such similar supplies or services: *Provided*, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the

Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated, as provided in paragraph (a) of this clause, the Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Government, in the manner and to the extent directed by the Contracting Officer, (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest. Payment for completed supplies delivered to and accepted by the Government shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Government and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The Government may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

12. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contract-

ing Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

13. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this contract exceeds \$10,000.

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

14. BUY AMERICAN ACT

(a) In acquiring end products, the Buy American Act (41 U.S. Code 10 a-d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(i) "Components" means those articles, materials, and supplies, which are directly incorporated in the end products;

(ii) "End products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and

(iii) A "domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a) (iii) (B), components of foreign origin of the same type or kind as the products referred to in (b) (ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products:

(i) Which are for use outside the United States;

(ii) Which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(iii) As to which the Secretary determines the domestic preference to be inconsistent with the public interest; or

(iv) As to which the Secretary determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954.)

15. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c) (2)) and Executive Order 11755, December 29, 1973.

16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT— OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, apprentices, trainees, watchmen, and guards shall require or permit any laborer, mechanic, apprentice, trainee, watchman, or guard in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer, mechanic, apprentice, trainee, watchman, or guard receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman, or guard employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

17. WALSH-HEALEY PUBLIC CONTRACTS ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S. Code 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and

interpretations of the Secretary of Labor which are now or may hereafter be in effect.

18. EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however, That in the event the Contractor becomes involved in,*

or is threatened with, litigation with subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

20. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

21. UTILIZATION OF SMALL BUSINESS CONCERNS

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

22. UTILIZATION OF LABOR SURPLUS AREA CONCERNS

(a) It is the policy of the Government to award contracts to labor surplus area concerns that (1) have been certified by the Secretary of Labor (hereafter referred to as certified-eligible concerns with first or second preferences) regarding the employment of a proportionate number of disadvantaged individuals and have agreed to perform substantially (i) in or near sections of concentrated unemployment or underemployment or in persistent or substantial labor surplus areas or (ii) in other areas of the United States, respectively, or (2) are noncertified concerns which have agreed to perform substantially in persistent or substantial labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.

(b) In complying with paragraph (a) of this clause and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns" the Contractor in placing his subcontracts shall observe the following order of preference: (1) Certified-eligible concerns with a first preference which are also

small business concerns; (2) other certified-eligible concerns with a first preference; (3) certified-eligible concerns with a second preference which are also small business concerns; (4) other certified-eligible concerns with a second preference; (5) persistent or substantial labor surplus area concerns which are also small business concerns; (6) other persistent or substantial labor surplus area concerns; and (7) small business concerns which are not labor surplus area concerns.

23. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

(a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly-owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

24. PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other provision of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 1-15 of the Federal Procurement Regulations (41 CFR 1-15) or Section XV of the Armed Services Procurement Regulation, as applicable, which are in effect on the date of this contract.

25. PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes clause of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a board of contract appeals.

(b) Notwithstanding (a), above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

AFFIRMATIVE ACTION FOR DISABLED VETERANS
AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam

era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 USC 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the state system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d) and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary

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The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations in relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provision will be binding upon each subcontractor or vendor.

SPECIAL PROVISIONS

(Continued)

SHIPPING PROVISIONS (Continued):

For purposes of this section, the term "privately owned United States flag commercial vessel" shall not be deemed to include any vessel which, subsequent to September 21, 1961, did not have been chartered (a) to or from the United States, (b) to or from outside the United States, or (c) documented under any foreign registry, until such vessel shall have been documented under the laws of the United States for a period of 60 days.

Within 30 calendar days after date of loading for ocean shipment of any cargo, either in or outside the United States, the Contractor shall report the following information to the contracting officer: (1) vessel name, (2) vessel flag, (3) date of loading, (4) port of loading, (5) port of final discharge, (6) commodity description, (7) gross weight in pounds, and (8) total ocean freight revenue in United States dollars. This shall be done by completing and submitting the "Cargo Preference Shipment Report" forms which will be furnished upon request by the contracting officer. A duplicate executed copy of the original commercial ocean bill of lading, on which each shipment is made will be acceptable in lieu of the "Cargo Preference Shipment Report" provided it is in English, legible, and properly notated to show the information listed above.

3. Import number.—For the purpose of filing Customs Form 5101, Entry Record, with the Bureau of Customs for materials or equipment of foreign origin furnished under this solicitation, the Importer number for the Bureau of Mines is I.I.S. No. C4-0404184.

4. Preparation for shipment and handling.—The contractor shall prepare all materials and articles for shipment in such manner as to protect them from damage, and in addition shall be responsible for and make good any and all damage due to improper preparation or loading for shipment.

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AFFIRMATIVE ACTION FOR HANDICAPPED NOTICES

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap, or race, in any position for which the employee or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance, train, hire and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, promotion or transfer, recruitment, advertising, layoff or termination, union or non-union, and of compensation and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor in non-payment to the Act.

(c) In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with procedures, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause (including the Special Notice set forth below) in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

SPECIAL NOTICE: The Contractor shall observe the requirements set forth in section 60-741.5 of 41 CFR 60-741 in the administration of the foregoing clause. Section 60-741.5 covers establishment, maintenance, and operation of an affirmative action program which must be in effect within 120 days of the commencement of this contract if the contract is in the amount of \$50,000.00 or more and the Contractor has 50 or more employees.

Clean Air and Water

(Applicable only if the contract exceeds \$100,000.00 or the contracting officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000.00 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1957c-8(c)(1)) of the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or the contract is not otherwise exempt).

(a) The Contractor agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use his best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.

(4) To insert the substance of the provisions of this clause into any nonexempt subcontract, including this paragraph (a)(4).

(b) The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738; an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

(5) The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor or subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

PREFERENCE FOR U.S. FLAG AIR CARRIERS

- (a) Pub. L. 93-623 requires that all Federal agencies and Government contractors and subcontractors will use U.S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available. It further provides that the Comptroller General of the United States shall disallow any expenditure from appropriated funds for international air transportation on other than a U.S. flag air carrier in the absence of satisfactory proof of the necessity therefor.
- (b) The contractor agrees to utilize U.S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available.
- (c) In the event that the contractor selects a carrier other than a U.S. flag air carrier for international air transportation, he will include a certification on vouchers involving such transportation which is essentially as follows:

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS

I hereby certify that transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reasons: (state reasons).

- (d) The terms used in this clause have the following meanings:
 - (1) "International air transportation" means transportation of persons (and their personal effects) or property by air between a place in the United States and a place outside thereof or between two places both of which are outside the United States.
 - (2) "U.S. flag air carrier" means one of a class of air carriers holding a certificate of public convenience and necessity issued by the Civil Aeronautics Board, approved by the President, authorizing operations between the United States and/or its territories and one or more foreign countries.
 - (3) The term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.
- (e) The contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase hereunder which may involve international air transportation.

¹See Federal Procurement Regulations (41 CFR 1-1.323-3) or section 1-336.2 of the Armed Services Procurement Regulation, as applicable.